

Exhibit B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

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TSDC, LLC,

Plaintiff,

vs. Case No. 1:14-CV-02699

ANTOINETTE GALVAN, et al.,

## Defendants

Figure 1. The relationship between the number of species and the number of individuals in the community.

SANDRA ELLIS

\* \* \* \*

## UNANSWERED QUESTIONS

\* \* \* \*

October 21st, 2016  
10:00 a.m.

Taken at:

Taft, Stettinius & Hollister, LLP  
200 Public Square, Suite 4000  
Cleveland, Ohio

Melissa Cruz, Notary Public

\* \* \* \* \*

Q. And why did you believe that the notice to CafePress complied with section 13 B of the 2011 settlement agreement?

MR. DOYLE: Objection, and I'm going to instruct the witness not to answer that.

MS. WALKER: On what grounds?

MR. DOYLE: Again, on the ground that we, TSDC agreed to produce this 30(b) (6) to answer questions relating to documents, supplemental documents produced in January through March 2016.

\* \* \* \* \*

Q. Ms. Ellis, is my understanding that the plaintiffs are not presenting a claim that the 2011 settlement agreement should be thrown out by this court, is that correct?

MR. DOYLE: I'll object to that and instruct the witness not to answer at this time on attorney/client privilege.

Q. Do you refuse to answer that question?

A. Yes.

\* \* \* \* \*

1 Q. What is the dollar amount of sales  
2 that you believe you have lost due to the  
3 alleged infringement by the defendants of the  
4 settlement agreement?

5 MR. DOYLE: Objection, and I'm  
6 going to instruct the witness not to answer.  
7 The question is outside the scope of the  
8 supplemental document production and questions  
9 seeking clarification of distributors errors in  
10 the first amended complaint.

11 Q. Do you refuse to answer the  
12 question?

13 A. Yes.

14 Q. Have you lost any sales since your  
15 deposition was taken on September 11th, 2015?

16 MR. DOYLE: Same objection. Same  
17 instruction.

18 MS. WALKER: I think that is  
19 outside of the agreement. It's rather  
20 unreasonable you're asking my client to pay  
21 money, but you're not willing to show why my  
22 client is to pay money.

23 Q. Are you refusing to answer the  
24 question?

25 A. Yes.

\* \* \* \* \*

Q. I believe branded is used in that paragraph so what did you -- what is meant by that paragraph, if you know?

MR. DOYLE: I'm going to object and instruct the witness not to answer based on the same objections that it's not a topic that TSDC agreed to produce a 30(b) (6) witness for.

Q. Do you refuse to answer?

A. Yes.

\* \* \* \* \*

Q. All right. Let me rephrase it. Are you making a claim to trial for damage due to the F\*\*K cancer shirt that the defendants sell?

MR. DOYLE: I'm going to object and I'm going to continue the same objection. The question is outside the scope of the supplemental document production, and the question does not relate to clarification of distributor's errors in the amended complaint. I'm going to instruct the witness not to answer.

\* \* \* \* \*

Q. Is TSDC claiming any damages in

1 this lawsuit for losses incurred by Awareness  
2 Gift Boutique?

3 MR. DOYLE: Objection. It's the  
4 same objection as before. I will instruct the  
5 witness not to answer that.

6 Q. Ms. Ellis, are you refusing to  
7 answer the question?

8 A. Yes.

9 Q. What damages did TSDC incur due to  
10 the alleged trademark infringement of the  
11 Galvans?

12 MR. DOYLE: Objection. Same  
13 objection. Instruct the witness not to answer.

14 Q. Ms. Ellis, are you refusing to  
15 answer that question?

16 A. Yes.

17 Q. Ms. Ellis, as we sit here today,  
18 how much damage has TSDC incurred concerning  
19 the actions of the Galvans?

20 MR. DOYLE: Objection. Same  
21 objection. Instruct the witness not to answer.

22 Q. Ms. Ellis, do you refuse to answer  
23 that question?

24 A. Yes.

25 Q. Ms. Ellis, do you refuse to answer

1 the question?

2 A. Yes.

3 Q. I apologize.

4 A. That's okay.

5 Q. Can you name one sale that TSDC has  
6 lost due to the actions of the Galvans?

7 MR. DOYLE: Objection. Same  
8 objection. This falls outside the scope of  
9 grounds for which TSDC agreed to produce  
10 30(b) (6) witness, and I instruct the witness  
11 not to answer.

12 Q. Ms. Ellis, do you refuse to answer  
13 that question?

14 A. Yes.

15 Q. Can TSDC point to any customer that  
16 TSDC has lost due to the actions of the  
17 Galvans?

18 MR. DOYLE: Objection. Same  
19 objection. Instructing the witness not to  
20 answer.

21 Q. Ms. Ellis, do you refuse to answer  
22 that question?

23 A. Yes.

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REPORTER'S CERTIFICATE

I, Melissa Cruz, do hereby certify that as such Reporter, I took down in Stenotype all of the proceedings had in the foregoing transcript; that I have transcribed my said Stenotype notes into typewritten form as appears in the foregoing transcript; that said transcript is the complete form of the proceedings had in said cause and constitutes a true and correct transcript therein.

Melissa Cruz, Notary Public  
within and for the State of Ohio

My commission expires April 18th, 2018.